

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM323785

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mavenir International Holdings, Inc. (f/k/a Stoke, Inc.)		11/19/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Silicon Valley Bank		
<b>Street Address:</b>	14185 Dallas Parkway, Suite 760		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3490144	STOKE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Brandie Sullivan		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152718		
<b>NAME OF SUBMITTER:</b>	Monica C. Courtade		
<b>SIGNATURE:</b>	/Monica C. Courtade/		
<b>DATE SIGNED:</b>	11/20/2014		
<b>Total Attachments: 11</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of November 19, 2014 by and among **SILICON VALLEY BANK**, a California corporation with a loan production office located at 14185 Dallas Parkway, Suite 760, Dallas TX 75254 (“**Bank**”) and **MAVENIR INTERNATIONAL HOLDINGS, INC.**, a Delaware corporation, f/k/a Stoke, Inc. (“**Grantor**”) with offices located at 1651 North Glenville Drive, Suite 216, Richardson, Texas 75081.

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to, among others, Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Amended and Restated Loan and Security Agreement by and among Bank, Grantor, **MAVENIR SYSTEMS, INC.**, a Delaware corporation (“**Mavenir**”), **MAVENIR HOLDINGS, INC.**, a Delaware corporation (“**Holdings**”), **MAVENIR SYSTEMS IP HOLDINGS, LLC**, a Delaware limited liability company (“**Mavenir IP**”) each with offices located at 1700 International Parkway, Suite 200, Richardson, TX 75081, **MAVENIR SYSTEMS HOLDINGS LIMITED**, a company registered under the laws of England and Wales under company number 05181808 whose registered office is at 76 Wallingford Road, Shillingford, Oxfordshire OX10 7EU, United Kingdom (“**U.K. Holdings**”), **MAVENIR SYSTEMS UK LIMITED**, a company registered under the laws of England and Wales under company number 04388973 whose registered office is at 76 Wallingford Road, Shillingford, Oxfordshire OX10 7EU, United Kingdom (“**Mavenir U.K.**” and together with U.K. Holdings, the “**U.K. Borrower**”), and **MAVENIR SYSTEMS PTE LTD.**, a company incorporated under the laws of Singapore with registration number 200105057D and having its registered office located at 18 Mohamed Sultan Road, #03-01, Singapore 238967 (“**Mavenir Singapore**” or “**Singapore Borrower**”), as amended by that certain First Loan Modification Agreement, dated as of July 25, 2014, and as further amended by that certain Consent, Joinder and Second Loan Modification Agreement, dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, collectively the “**Loan Agreements**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreements.

B. Pursuant to the terms of the Loan Agreements, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreements, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreements, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

2. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

5. Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

7. Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, the security interest shall not apply to any Excluded Property (as defined in the Loan Agreement).

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreements. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreements and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or

remedies provided for in this Intellectual Property Security Agreement, the Loan Agreements or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE.

[Signature page follows.]

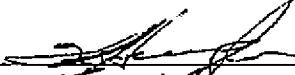
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be executed as of the first date written above.

GRANTOR:

Address of Grantor:

**MAVENIR INTERNATIONAL HOLDINGS,  
INC. (f/k/a Stoke, Inc.)**

c/o Mavenir Systems, Inc.  
14185 Dallas Parkway, Suite 760  
Dallas TX 75254  
Attn: Terry Hungle, Chief Financial Officer

By   
Name: TERRY HUNGLE  
Title: PRESIDENT, CFO, SECRETARY

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 005404 FRAME: 0836

Address of Bank:

Silicon Valley Bank  
14185 Dallas Parkway, Suite 780  
Dallas, Texas 75254  
Attn: Jennifer Bentley  
Fax: (972) 212-7289  
Email: [jbentley@svb.com](mailto:jbentley@svb.com)

BANK:

**SILICON VALLEY BANK**

By: Jennifer Bentley  
Name: Jennifer Bentley  
Title: VP

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 005404 FRAME: 0837

EXHIBIT A

Copyrights

None.



EXHIBIT B

Patents

Type	Jurisdiction	Title	File Number	Patent/Reg. Number	Date Filed	Date Issued	Inventors
Patent	United States of America	INTER---WORKING BETWEEN UMA AND SIP SIGNALING	7604P010	7,564,853	2/9/06	7/21/09	The Company / Peter Zhu, Allan Baw, Mark Gallagher
Patent	United States of America	METHOD AND SYSTEM FOR BYPASSING 3GPP PACKET SWITCHED CORE NETWORK WHEN ACCESSING INTERNET FROM 3GPP UES USING 3GPP RADIO ACCESS NETWORK	7604P016	8,462,770	3/31/09	6/11/13	The Company / Nishi Kant, Ankit Bansal, Heeseon Lim
Patent	United States of America	METHOD AND SYSTEM FOR BYPASSING 3GPP PACKET SWITCHED CORE NETWORK WHEN ACCESSING INTERNET FROM 3GPP UES USING IP--- BTS, FEMTO CELL, OR LTE ACCESS NETWORK	7604P017	8,363,665	11/18/09	1/29/13	The Company / Heeseon Lim, Nishi Kant, Ankit Bansal
Patent	United States of America	METHOD AND SYSTEM FOR INSERTING A NEW NODE INTO A COMMUNICATIONS PATH BETWEEN TWO EXISTING NODES WITHOUT DISRUPTION	7604P018	8,503,434	9/28/09	8/6/13	The Company / Nishi Kant, Heeseon Lim
Patent	United States of America	METHOD AND SYSTEM FOR OPTIMIZING THE PACKET OVERHEAD FOR LTE ARCHITECTURE WHILE SECURING THE TRAFFIC IN UNSECURED NETWORK	7604P019	8,423,760	2/23/10	4/16/13	The Company / Nishi Kant, Heeseon Lim

Type	Jurisdiction	Title	File Number	Patent/Reg. Number	Date Filed	Date Issued	Inventors
ENVIRONMENT							
Patent	United States of America	METHOD AND SYSTEM FOR SELECTIVELY BYPASSING 3GPP PACKET SWITCHED CORE NETWORK WITHIN A SESSION BASED ON THE TRAFFIC TYPE	7604P020	8,503,438	11/18/10	8/6/13	The Company / Nishi Kant, Heeseon Lim
Patent	United States of America	METHOD AND SYSTEM FOR INTERWORKING A WLAN INTO A WWAN FOR SESSION AND MOBILITY MANAGEMENT	7604P022	8,477,785	7/6/11	7/2/13	The Company / Nishi Kant, Heeseon Lim, Yogesh B. Bhatt
Patent	United States of America	METHOD AND SYSTEM FOR SECURELY ROUTING TRAFFIC ON X2 INTERFACE IN A 3GPP NETWORK		8,837,365	12/1/11	9/16/14	The Company / Yogesh Bhatt, Mukesh Garg
Patent	United States of America	METHODS AND APPARATUSES TO PROVIDE SECURE COMMUNICATION BETWEEN AN UNTRUSTED WIRELESS ACCESS NETWORK AND A TRUSTED CONTROLLED NETWORK	7604P025	N/A	12/14/11	N/A	The Company / Yogesh Bhatt, Sashidhar Annaluru, Mukesh Garg
Patent	United States of America	METHODS AND APPARATUSES TO PROVIDE SECURE COMMUNICATION BETWEEN AN UNTRUSTED WIRELESS ACCESS NETWORK AND A TRUSTED CONTROLLED NETWORK	7604P025X	N/A	8/10/12	N/A	The Company / Yogesh Bhatt, Sashidhar Annaluru, Mukesh Garg, Tamanna Jindal
Patent	United States of America	METHOD AND SYSTEM FOR SECURELY ROUTING TRAFFIC ON X2 INTERFACE IN A 3GPP NETWORK	7604P026	N/A	12/1/11	N/A	The Company / Yogesh Bhatt, Mukesh Garg
Trademark	United	STOKE	N/A	3490144	N/A	8/19/08	The Company /

Type	Jurisdiction	Title	File Number	Patent/Reg. Number	Date Filed	Date Issued	Inventors
	States of America						N/A

EXHIBIT C

Trademarks

Type	Jurisdiction	Title	File Number	Patent/Reg. Number	Date Filed	Date Issued	Inventors
Trademark	United States of America	STOKE	N/A	3490144	N/A	8/19/08	The Company / N/A

EXHIBIT D

Mask Works

None.